



FOOD & BEVERAGE/VENDOR AGREEMENT

Name of Vendor: _____

This Food & Beverage/Vendor Agreement ("Agreement") is made effective as of the date executed below by and between the City of Long Beach ("City") and the Vendor whose name, address, and telephone number appears at the end of this Agreement ("Vendor").

The parties agree as follows:

1. **TERM.** This Agreement shall begin on the date of execution and terminate on the termination date delineated on this Agreement.
2. **LICENSE:** This Agreement constitutes a license not a lease. City hereby grants Vendor the right to sell in accordance with the terms of this Agreement the food and/or beverage or other products specifically detailed on this Agreement at the event identified on this Agreement (the "Event"). Vendor's rights under this license may not be assigned nor may Vendor allow others to utilize all or a portion of its assigned vending space.
3. **APPROVAL OF MERCHANDISE.** City reserves the right to approve all food & beverages and/or products to be sold at the Event in advance. Vendor agrees to provide City with a detailed list including sizes and prices of all products prior to the Event. Vendor agrees that it will only sell merchandise approved by City in advance at the Event. Non-compliance with this paragraph shall be deemed a material default.
4. **SIGNAGE.** Vendor assigned vendor spaces, including tents, must not have any visible signage that conflicts with any signage standards for the Event, if any, as promulgated by the City of Long Beach Office of Special Events..
6. **PERMITS AND LICENSES.** Vendor is responsible for all costs associated with purchase of product, payment of taxes and submitting applications for local city and state licenses as applicable. Vendor agrees that its sales will comply with all laws, ordinances and regulations, including obtaining a current seller's permit, health permit, City Special Event Vendor's permit, and business license, if required by law. All licenses and permits must be prominently displayed. Original copies of all such licenses and permits shall be delivered to City upon demand.
7. **SALES AND USE TAXES.** Vendor is responsible for all sales and use tax collection and remittance to the State authorities, as required by law. If State law requires Vendor to have a seller's permit, Vendor warrants that it has a current seller's permit in good standing. Vendor agrees to pay any and all penalties or interest imposed by applicable State authority relating to sales and use tax collection and remittance resulting from sale of Vendor's merchandise at the Event.
8. **INSURANCE.** No later than the five business days before the event start date as indicated on this Agreement, Vendor must provide City with original Certificates of Insurance evidencing Commercial General Liability insurance equivalent in coverage scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such coverage shall include but is not limited to broad form contractual liability coverage, cross liability protection, products and completed operations, and , if applicable, liquor liability. The City of Long Beach, its officials, employees, and agents shall be added as additional insureds by endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and such endorsement shall protect the City, its officials, employees, and agents from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Vendor or arising from or related to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
9. **INDEMNITY.** Vendor agrees to indemnify, defend, and hold harmless City, its departments, and their officials, employees, and agents from and against all injuries, death, losses, expenses (including reasonable attorneys' fees and cost of investigation), compensation, damages, claims, demands or causes of action of any kind, including damages arising from personal injury or death and damages to real or personal property, arising in connection with this agreement or any breach thereof, or from any act or omission of Vendor, its employees or agents, whether or not such claim or liability is based on or alleged to be the negligence of an indemnified party (excepting only such claims or liabilities as are ultimately determined by a court to be based on the sole negligence or willful misconduct of an indemnified party). Furthermore, Vendor agrees that the above indemnify shall extend to all fines levied and/or penalties incurred as a result of Vendor not possessing and displaying current permits and licenses, as well as all penalties, interest, fines and damages caused by Vendor's actions or lack of actions related to sales and use tax collection and remittance.
10. **EQUIPMENT.** Vendor will be responsible for any loss or damage to all personal property, vehicles, equipment, and materials.
11. **GENERAL INFORMATION.** City specifically makes no representation to Vendor as to the size of the crowd anticipated to attend the Event, nor the ability of the crowd to purchase Vendor's food & beverages and/or merchandise. All vendor areas must be kept neat and orderly at all times and supplies, etc. must be kept under cover.
12. **RISK OF LOSS OR DAMAGE.** Vendor assumes all risk of loss or damage to Vendor's products, equipment, fixtures and property from any cause. City expressly disclaims any responsibility for theft, damage or loss of any of Vendor's products, equipment, fixtures and property before, during or after the Event. Vendor is responsible for securing its vending space.
13. **TERMINATION.** This Agreement may be terminated by City, in its sole discretion, upon written notice to Vendor. Except as otherwise set forth herein, if this Agreement is terminated by City, all payments made by Vendor to City will be refunded. If City terminates this agreement because *force majeure*, such as war, strike, public catastrophe, change in law or government regulations, acts of God, prevents the Event from being held or requires it to be cancelled or terminated earlier than planned, City shall refund to Vendor a sum equal to Vendor's payment(s) to City less the total expenses incurred by City prorated among all Vendors, which amount shall be determined in City's sole discretion. Vendor's damages shall be limited to return of the payments (or portion thereof, as the case may be) it made to City pursuant to this Agreement. City shall not be responsible for any incidental or consequential damages, lost profits or punitive damages.

14. **DEFAULT.** The occurrence of any of the following shall constitute a default under the Agreement:
- A. The sale by Vendor of any merchandise not approved by City as required under Paragraph 3 hereof;
 - B. The failure by Vendor to make a required payment under the Agreement when due;
 - C. The violation of any other provision or requirement under the Agreement that is not corrected within two hours after verbal or written notice of the violation is given;
 - D. The insolvency or bankruptcy of the Vendor;
 - E. The subjection of any of the Vendor's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.
15. **RIGHTS ON DEFAULT.** If the Vendor is in default under the Agreement, without notice to or demand on the Vendor except as set forth in subparagraph C above, City may terminate this Agreement.
16. **NOTICES.** All notices required or permitted under this Agreement shall be deemed delivered when delivered in person; by mail, postage prepaid, addressed to the appropriate party at the address shown for that party on the signature page hereof; or by emailing the email address set forth below.
17. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California.
18. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether verbal or written. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.
19. **SEVERABILITY.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
20. **WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

VENDOR:

Name of Vendor: _____
Address: _____
City, State, ZIP _____

Vendor Number: _____ (TO BE INSERTED BY CITY SPECIAL EVENT STAFF ONLY)

Event Dates _____
Vendor Location _____

Vendor Foods & Beverages/Products

Contact Person: _____
Contact Title _____
Phone No. (Cell): _____
Email Address: _____

FOR VENDOR:

Signature:

Name _____
(Printed): _____
Title _____

Date: _____

FOR CITY:

Signature:

Name _____
(Printed): _____
Title _____

Date: _____
